

**CONTRACT FROM THE MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

**03-07-1-01-004-0
Volume Purchase Eyeglass Contract**

SECTION 1. PARTIES

THIS CONTRACT, is entered into by and between the **Montana Department of Public Health and Human Services, Health Policy and Services Division** (hereinafter referred to as the "Department"), whose address and phone number are PO Box 202951, Helena, MT 59620 and 406-444-4540, and, **Walman Optical Company** (hereafter referred to as the "Contractor"), whose federal ID number, mailing address and telephone number are, 41-0598170, 801 12th Avenue North, Minneapolis MN 55411, (800) 873-9256.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this contract is to supply medically necessary eyeglasses, including lenses and frames, for individuals who are eligible for the Montana Medicaid program, clients residing in Montana State Facilities, the Montana CHIP program or offenders who are incarcerated in any Montana State correctional facility.

SECTION. 3. TERM OF CONTRACT

- A. The contract term is for a period of two-years beginning December 1, 2002 and ending November 30, 2004. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State, not to exceed a total of five additional years, at the option of the State.
- B. Price increases may be permitted at the time of contract renewal through a process of negotiation with the Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.
- C. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this contract and are satisfactory in form and contents as determined by the Department.
- D. The Contractor, after termination of this contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the contract including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 4. SERVICES TO BE PROVIDED

The Contractor shall provide the following services specified within the RFP02-596P and the Contractor's RFP response:

- a. Lenses;
- b. Frames and Frame Substitutions;
- c. Eyeglass Case;
- d. Other Materials;
- e. Guarantee;
- f. Contractor/Provider Errors;
- g. Timely Processing of Orders;
- h. Handling of Incomplete Orders
- i. Special Management of Orders Not Completed Within 10 Working Days;
- j. Performance Reports;
- k. Informational Notices;
- l. Toll Free Telephone Number;
- m. Mail Cost;
- n. Order Forms and Processing;
- o. Computerized System to Track Orders;
- p. Complaint Handling System;
- q. Quality Control System;
- r. Provider Relations;
- s. Billing;
- t. Special Requests

SECTION 5. CONSIDERATION AND PAYMENTS

- A. In consideration of the services provided through this contract, the Department shall reimburse the Contractor as specified in RFP02-596P and the Contractor's proposal response.
- B. The Contractor must submit claims for reimbursement either electronically or on the CMS-1500 billing forms to the Department's fiscal agent, ACS. Claims must be submitted and paid within 12 months of the date of service. Claims for reimbursement for Corrections offenders will be submitted either electronically or on the CMS-1500 billing form to the Department of Corrections fiscal agent, Blue Cross Blue Shield of Montana, within 2 years of date of service.
- C. The Department may withhold payment at any time during the term of the contract, if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this contract.
- D. The sources of the funding for this contract are 27.04% from the state general fund and, for the balance, federal financial participation of 72.96%.

SECTION 6. CREATION AND RETENTION OF RECORDS

- A. The Contractor must create and maintain records of the services covered by this contract, including financial records, supporting documents, and such other records as are required by law or other authority.
- B. Records must be retained for a period of six-years three-months from the completion date of this contract. If any litigation, review, claim or audit is started before the expiration of the six-year three-month period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices.
- D. Records developed for the purposes of delivery of services to recipients under this contract are the property of the Department and must be developed, maintained, and disposed of as provided in this contract or as otherwise directed by the Department.

SECTION 7. ACCOUNTING, COST PRINCIPLES AND AUDIT

- A. The Contractor, in accordance with 18-4-311, MCA and other authorities, must maintain for the purposes of this contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP), as interpreted by the Department, and to any other accounting requirements the Department may require.
- B. The Department or any other legally authorized governmental entity or their authorized agents may at any time during or after the term of this contract conduct, in accordance with 5-13-304 and 18-1-118, MCA and other authorities, audits for the purposes of assuring the appropriate administration and expenditure of the monies provided to the Contractor through this contract and assuring the appropriate administration and delivery of services provided through this contract.
- C. The Contractor, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA and other authorities, must provide the Department and any other legally authorized governmental entity or their authorized agents access at any time to all the Contractor's records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this contract until the expiration of three years from the completion date of this contract.

The State and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

- D. The Contractor must comply with the accounting and audit requirements in 45 CFR 74.26(d) and the cost principles and procedures for commercial organizations in 48 Subpart CFR 31.2 concerning the use of the funds provided under this contract in the version in effect on the date this contract is signed by both parties. Pursuant to 45 CFR 74.26(d), a "for-profit" organization may either have an audit conducted in accordance with the Federal Office of Management and

Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or the Government Auditing Standards.

- E. The Contractor must reimburse the Department or compensate the Department in any other manner as the Department may direct for any sums of monies determined by an audit to be owing to the Department.

SECTION 8. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- A. The Contractor may not assign, transfer, delegate or subcontract, in whole or part, this contract or any right or duty arising under this contract unless the Department in writing approves the assignment, transfer, delegation or subcontract.
- B. An assignment, transfer, delegation or subcontract entered into by the Contractor must be in writing, must be subject to the terms and conditions of this contract, and must contain any further conditions as may be required by the Department.
- C. The Department's approval of any assignment, transfer, delegation or subcontract neither makes the Department a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against the Department.
- D. The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- E. The Contractor must indemnify and hold the Department harmless, in accordance with the provisions of this contract, regarding indemnification, with respect to any suit or action by any party to an assignment, transfer, delegation or subcontract.

SECTION 9. INDEMNIFICATION

- A. The Contractor must indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the Contractor, from any matters arising from the performance of this contract, or from the Contractor's failure to comply with any federal, state, and local laws, regulations, and ordinances applicable to the services or work to be provided under this contract.
- B. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Contractor, its employees, agents, subcontractors, or assignees and any other person, firm, or corporation performing work, services, or providing materials under this contract.

SECTION 10. CONTRACT PERFORMANCE SECURITY

Contract performance security in the form of Performance Bond #8303-23-28 in the amount of \$168,800.00 has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. All contract performance security, except bonds, will be returned to the Contractor after successful completion of the contract. This security must remain in effect for the entire contract period.

SECTION 11. COMPLIANCE WITH LABOR LAW

- A. The Contractor assures the Department that the Contractor is an independent contractor providing services for the Department and that neither the Contractor nor any of the Contractor's employees are employees of the Department under this contract or any subsequent amendment.
- B. The Contractor, at all times during the term of this contract, must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutory insurance program. The Contractor must provide the State Procurement Bureau with proof of necessary insurance coverage or documentation of corporate officer status.
- C. If the Contractor has received, for workers' compensation purposes, an independent contractor exemption as to the Contractor, the Contractor must provide the State Procurement Bureau with a copy of the exemption.
- D. The Contractor is solely responsible for and shall meet all labor, health, safety and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor and any persons providing services on behalf of the Contractor under this contract.
- E. The provision of this contract regarding indemnification shall apply with respect to any and all claims, obligations, liabilities, cost, attorney fees, losses or suits accruing or resulting from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this contract is an employee of the Department.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Contractor must comply with all applicable federal and state laws, executive orders, regulations and written policies, including those pertaining to licensing.

SECTION 13. FEDERAL REQUIREMENTS

- A. Generally
 - 1. The Contractor, in addition to the federal requirements specified in this contract and any attachments to this contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES – NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES (6-99)". Those assurance documents must be signed by the Contractor and submitted to the Department prior to the signing of this contract.

The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

2. The Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances.

B. Political and Lobbying Activities

1. Federal monies received by the Contractor under the terms of this contract may not be used for any political activities by the Contractor, its employees or agents except as expressly permitted by state and federal law.
2. As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., federally appropriated monies may not be used to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with the awarding of any federal contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
3. If any funds other than federally appropriated funds are paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL".
4. Federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, as provided in Section 503 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:
 - a. To fund publicity or propaganda, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state legislative body or one or more of its members as an aspect of normal and recognized executive-legislative relationships.
 - b. To pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or a state or local legislative body.
5. The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.
6. The Contractor must ensure the compliance of any subcontractors with these restrictions and any related reporting requirements.

C. Federal Debarment Prohibition

1. The Department, in accordance with The Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Orders #12549 and #12689, is prohibited from contracting with any entity that is debarred, suspended, or otherwise excluded from participating in procurement activities funded with federal monies. This prohibition also extends to contracting with an entity that has a director, officer, partner, person with beneficial ownership of more than 5 percent of the entity's equity, employee, consultant, or person otherwise providing items and services that are significant and material to the entity's obligations under its contract with the Department if that person has been debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies.
2. If the Department finds that the Contractor is not in compliance with subsection (1), the Department:
 - a. Must notify the federal government;
 - b. May continue this contract unless the Secretary of the federal Department of Health and Human Services directs otherwise; and
 - c. May only renew or otherwise extend the duration of the existing contract with the Contractor if the federal government provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this contract.

SECTION 14. CIVIL RIGHTS

A. Federal and State Authorities

The Contractor must comply with the applicable provisions of the Montana Human Rights Act (49-2-101, et seq., MCA), Governmental Code of Fair Practices (49-3-101, et seq. MCA) the federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), and the federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

B. Discrimination

The Contractor, as provided at 49-3-207, MCA and other relevant authorities, may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

C. Employment

The Contractor, as provided at 49-3-207, MCA, must hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

The Contractor, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices.

SECTION 15. CONFIDENTIALITY

The Contractor must, during and after the term of this contract, protect confidential information obtained and used in the performance of contractual duties and responsibilities in accordance with applicable legal and policy authorities.

SECTION 16. DEPARTMENTAL GUIDANCE

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this contract. The Department may supply essential interpretations of such materials and this contract to assist with contract compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this contract. Legal services will not be provided by the Department to the Contractor in any matters relating to this contract.

SECTION 17. PUBLICITY

- A. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this contract prepared and released by the Contractor must include the statement:

"This project is funded (in part) under a contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- B. As provided in Section 507 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this contract, funded in part or in whole with federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, must state the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with nongovernmental monies.
- C. All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this contract must be reviewed and approved by the Department prior to use, publication or release.

SECTION 18. PROPERTY

- A. For purposes of this provision the following definitions based on the pertinent federal regulations apply:

"Equipment" means tangible nonexpendable personal property, including exempt property, charged directly to the contract having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit unless lower limits are otherwise established.

"Intangible property" means, but is not limited to, trademarks, copyrights, patents, and patent applications and such property as loans, notes and other instruments of property ownership, whether considered tangible or intangible.

"Personal property" means property of any kind of property except real property. It may be tangible, having physical existence, such as equipment and supplies, or intangible, having no physical existence, such as data, copyrights, patents, or securities.

"Property" means, unless otherwise stated, real property, equipment, and intangible property.

"Real property" means land, including land improvements, structures, and appurtenances thereto, but excludes movable machinery and equipment.

- B. Property to be used for the purposes of carrying out the duties and responsibilities provided for in this contract may be purchased with funds from this contract only if authorized by the Department through the terms of this contract.
- C. Property purchased with federal funding must be purchased, managed, and disposed of in accordance with the pertinent provisions at 45 CFR §§ 74.32, 74.34, 74.35, 74.36, and 74.37 and 45 CFR §§ 92.31, 92.32, 92.33 and 92.34.
- D. At such time as the Contractor no longer contracts to deliver services to the Department or as directed by the Department during the term of the contract, the Contractor agrees to deliver, as may be required by law or as may be directed by the Department, title to and possession of any property purchased with contractual monies to the Department or to any entity designated by the Department.
- E. All patent and other legal rights in and to inventions arising out of activities assisted by funds from this contract must be available, in accordance with 37 CFR Part 401 and any other applicable legal authority, to the public for royalty-free and nonexclusive licensing. The Contractor must notify the Department promptly in writing of any invention conceived or actually reduced to practice in the course of performance of this contract.
- F. The Department and any federal agency from which funds for this contract are derived have, in accordance with 45 CFR §74.36 and 45 CFR §92.34, a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for Department and agency purposes any written, audio or video material developed under this contract.

SECTION 19. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 20. CONTRACT TERMINATION

- A. The Department may immediately terminate the whole or any part of this contract for failure to perform the contract in accordance with the terms of the contract and other governing authorities.
1. If there is no exigency or risk of harm to persons from continued performance, the Department, in its discretion, may impose penalties and/or provide notice to the Contractor of the failure to perform and allow the Contractor 30 days during which to cure the failure.
 2. Failure to perform includes, but is not limited to, failure to:
 - a. Perform the services within the time limits specified in this contract;
 - b. Perform any of the requirements of this contract;
 - c. Perform its contractual duties or responsibilities in accordance with the terms of the contract or any other authority, including statute, rules, or policy that govern the standards for performance; or
 - d. Comply with any law, regulation or licensure and certification requirement.
- B. Either party may terminate this contract without cause. The party terminating this contract must give notice of termination to the other party at least 30-days prior to the effective date of termination.
- C. Notice of termination must be given in writing.
- D. Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department.
- E. Upon contract termination or non-renewal of this contract, the Contractor must allow the Department, its agents and representatives full access to the Contractor's facilities and records to arrange the orderly transfer of the contracted activities.

SECTION 21. LIAISON AND SERVICE OF NOTICES

- A. Michelle Gillespie, (406) 444-4066, mgillespie@state.mt.us, is the liaison for the Department. Robert Gustin, (612) 520-6104 / (800) 515-7273, rgustin@walman.com, is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this contract.
- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this contract.

SECTION 22. CHOICE OF LAW, REMEDIES AND VENUE

- A. This contract is governed by the laws of the State of Montana.
- B. Any remedies provided by this contract are not exclusive and are in addition to any other remedies provided by law.
- C. In the event of litigation concerning this contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- D. In the event of a contractual dispute, the Contractor agrees to continue performance under this contract unless the Department explicitly waives performance in writing.

SECTION 23. SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT

- A. This contract consists of 12 numbered pages, any Attachments as required, RFP #03-596P as amended and the Contractor's response as amended.
- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained herein.
- C. The headings to the sections of this contract are for convenience of reference and do not modify, the terms and language of the provisions to which they are headings.
- D. No contractual provisions from a prior contract of the parties are valid or binding in this contractual agreement.
- E. This contract, except as may be otherwise provided by the terms of this contract, may not be enlarged, modified or altered except by written amendment signed by the parties to this contract.
- F. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract along with any attachments prepared by the Department, inclusive of request for proposal, if any, govern over the Contractor's proposal if any.
- G. If any provision of this contract is determined by a court of law to be invalid legally, all other provisions of this contract remain in effect and are valid and binding on the parties.

H. If any provision of this contract, per se or as applied, is determined by the Department to be in conflict with any federal or state law or regulation then the provision is inoperative to the extent that the Department determines it is in conflict with that authority and the provision is to be considered modified to the extent the Department determines necessary to conform with that authority.

I. Waiver of any default, breach or failure to perform under this contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this contract unless reduced to writing as an amendment to this contract.

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF
PUBLIC HEALTH AND HUMAN SERVICES

WALMAN OPTICAL COMPANY
801 12TH AVENUE NORTH
MINNEAPOLIS MN 55411
FEDERAL ID # 41-0598170

BY: MARGARET A. BULLOCK, Administrator
(Name/Title)

BY: ROBERT F. GUSTIN, VP
(Name/Title)

BY: Margaret A. Bullock
(Signature)

BY: Robert F. Gustin, VP
(Signature)

DATE: 10-17-02

DATE: 10/09/02

Approved as to form:

[Signature] 9/25/02
Contracts Officer (Date)
State Procurement Bureau

AMENDMENT NUMBER 2
CONTRACT NUMBER
03-07-1-01-004-0

A CONTRACT having been made and entered into between the Montana Department of Public Health and Human Services and Walman Optical Company now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Section A of section 3 the contract as follows:

- A. The contract term is for a period of two years beginning December 1, 2002 and ending November 30, 2005.

All terms and conditions of the agreement not specifically amended herein remain in full force and effect for the duration of the agreement.

IN WITNESS THEREOF, the parties have executed this amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: Charles L. Hunter Date 11/9/04
Charles Hunter, Administrator
Children & Adult Health Resources Division
PO Box 202951
Helena, MT 59620
406-444-4141

By: Robert F. Gustin, VP Date November 8, 2004

Robert F. Gustin as Vice President
Typed/Printed Name **Title**
801 12th Avenue North

Minneapolis, MN 55411
Address

(612) 520-6000, ext. 6104
Phone Number

41 - 0598170
Federal I.D. Number

CONTRACT NUMBER: 03-07-1-01-004-0

BETWEEN

MONTANA STATE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
HEALTH RESOURCES DIVISION
ACUTE SERVICES BUREAU

AND

WALMAN OPTICAL COMPANY

FOR

Medically necessary eyeglasses to eligible Montana Medicaid clients, CHIP eligible clients and clients residing in Montana state facilities or offenders incarcerated in any Montana state correctional facility.

A CONTRACT having been made and entered into between the Montana Department of Public Health and Human Services and Walman Optical Company now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Section(s) 3 of the contract as follows:

A. The contract term is for the period beginning December 1, 2002 and ending November 30, 2006.

All terms and conditions of the agreement not specifically amended herein remain in full force and effect for the duration of the agreement.

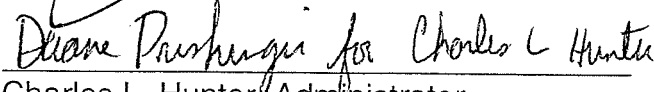
THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS THEREOF, the parties have executed this amendment on the dates set out below:

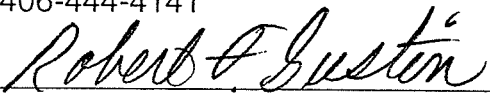
MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By:  Date 9/1/05

Penny Moon, State Procurement Officer
DOA Purchasing
406-444-3313

By:  Date 9/9/2005

Charles L. Hunter, Administrator
Health Resources Division
PO Box 202951
Helena, MT 59620
406-444-4141

By:  Date October 11, 2005

Robert F. Gustin as Vice President
Typed/Printed Name Title

Walman Optical Company

801 12th Avenue North, Minneapolis, MN 55411
Address

(612) 520-6000
Phone Number

41-0598170
Federal I.D. Number

CONTRACT NUMBER: 03-07-1-01-004-0
AMENDMENT NUMBER FOUR

RECEIVED

NOV 22 2006

HEALTH RESOURCES
DIVISION

BETWEEN

MONTANA STATE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
HEALTH RESOURCES DIVISION
ACUTE SERVICES BUREAU

AND

WALMAN OPTICAL COMPANY

FOR

To supply medically necessary eyeglasses, including lenses and frames, for individuals who are eligible for the Montana Medicaid program, clients residing in Montana State Facilities, the Montana CHIP program or offenders who are incarcerated in any Montana State correctional facility.

A CONTRACT having been made and entered into between the **Montana Department of Public Health and Human Services** and **Walman Optical Company** now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Section(s) 3A and 21A of the contract as follows:

SECTION 3: TERM OF CONTRACT

- A. The contract term is for the period beginning December 1, 2002 and ending November 30, 2006 **2007**.

SECTION 21: LIAISON AND SERVICE OF NOTICES

- A. ~~Michelle Gillespie~~ Rena Steyaert, (406) 444-4066, mgillespie@state.mt.us
rsteyaert@mt.gov, is the liaison for the Department.

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All terms and conditions of the agreement not specifically amended herein remain in full force and effect for the duration of the agreement.

IN WITNESS THEREOF, the parties have executed this amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: Mary Dalton Date 11/28/2006
Mary Dalton, Administrator
Health Resources Division
1400 Broadway/PO Box 202951
Helena, MT 59620-2951
(406) 444-4540

WALMAN OPTICAL COMPANY

By: Robert F. Gustin VP Date 11/21/06
Robert F. Gustin as Vice President
Typed/Printed Name Title
801 12th Avenue North
Minneapolis, MN 55411
(612) 520-6000

Federal ID: 41-0598170

Approved as to Form:

By: Penny Moon Date 11/16/06
Penny Moon, State Procurement Officer
DOA, Purchasing
(406) 444-3313

CONTRACT NUMBER: 03-07-1-01-0004-0
AMENDMENT NUMBER FIVE

BETWEEN

MONTANA STATE DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
HEALTH RESOURCES DIVISION
ACUTE SERVICES BUREAU

AND

WALMAN OPTICAL COMPANY

FOR

To supply medically necessary eyeglasses, including lenses and frames, for individuals who are eligible for the Montana Medicaid program, clients residing in Montana State Facilities, the Montana CHIP program or offenders who are incarcerated in any Montana State correctional facility.

A CONTRACT having been made and entered into between the Montana Department of Public Health and Human Services and Walman Optical Company now appears to be in need of amending. The DEPARTMENT and the CONTRACTOR now agree, for good consideration, to hereby amend Section(s) 3A of the contract as follows:

SECTION 3: TERM OF CONTRACT

A. The contract term is for the period beginning December 1, 2002 and ending November 30, 2007 2008.

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All terms and conditions of the agreement not specifically amended herein remain in full force and effect for the duration of the agreement.

IN WITNESS THEREOF, the parties have executed this amendment on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: Mary E. Dalton Date 12/3/07

Mary Dalton, Administrator
Health Resources Division
1400 Broadway/PO Box 202951
Helena, MT 59620-2951
(406) 444-4540

By: Robert F. Gustin, V.P. Date 11/30/07
Robert F. Gustin as Vice President
Typed/Printed Name Title

801 12th Avenue North
Minneapolis, MN 55411
(612) 520-6000

Federal ID: 41-0598170